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ABSTRACT

The 1987-1988 and 1988-1989 collective bargaining agreement between the Belleville Area College Board of Trustees and the Belleville Area College chapter of the American Association of University Professors (AAUP) and the American Federation of Teachers is presented. Items covered in the agreement include: unit recognition, benefits to part-time faculty, service and workload standards, standard load and overload, equated hours, office hours, assignment of extension centers, compensation for substitute teaching, maximum class size, telecourses, advertising of positions, evening assignments, sabbatical leave, extended leaves without pay, military service leaves, teacher exchange leaves, sick leaves, special leaves, grievance procedure, teacher salary schedule, summer salary, evening reimbursement, longevity payment, health and life insurance, disability insurance, retirement overload, retirement insurance, dependent tuition, vacations, seniority, and retraining. (SW)

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Belleville Area College
Memorandum of Understanding
1987 – 1988
1988 – 1989

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Belleville Area College

Belleville Granite City Red Bud

HE 021 141

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The Board of Trustees of Belleville Area College, District #522 and the Belleville Area College Chapter of the AAUP affiliated with the AFT agree as follows for the period 1987-88, 1988-89.

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STATEMENT OF BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the College District including but not limited to the responsibilities for and the right:

1. To maintain executive management and administrative control of the College District and its properties and facilities and the professional staff;
2. To hire all employees and, subject to the provisions of the law and of this Agreement, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction;
5. To determine class schedules, non-classroom assignments, the hours of instruction, and the professional duties, responsibilities and assignments of those in the bargaining unit.

It is recognized that the Board normally exercises most of its powers, rights, authorities, duties and responsibilities through members of the administrative staff.

Except as stated herein, the Board shall not be limited in the exercise of the foregoing powers, rights, authorities, duties and responsibilities nor limited on any right granted the Board by law.

ARTICLE I

RECOGNITION AND DEFINITIONS

Section 1.1. Recognition and Appropriate Bargaining Unit. The Board recognizes the Belleville Area College Chapter of the AAUP/AFT as the sole and exclusive bargaining agent for the bargaining unit consisting of the full-time faculty employed by Public Community College District #522 (Belleville Area College): instructors, librarians, counselors and coordinators. Recognition is accorded pursuant to the Illinois Educational Labor Relations Act, which shall also govern the terms of this agreement.

Section 1.2. Benefits to Part-time Faculty Members. Those part-time faculty members who were on March 14, 1984 three-fifths or four-fifths faculty members shall continue to be eligible for prorated sick leave, full hospitalization and disability, placement on the salary schedule on a prorated basis, and no other benefits. Other part-time faculty members employed by the College on or after March 15, 1984 are not subject to the terms of this Agreement, regardless of the percentage of the standard load that they may carry.

Section 1.3. Academic Year. The Academic year begins with the first date on the fall calendar and ends on graduation day. The academic year shall not exceed 40 calendar weeks. All portions of this document, unless specifically indicated, apply only to the academic year.

Section 1.4. Class Periods. Class periods are regularly 50 minutes of student-teacher contact. Classes are scheduled by the Vice Chancellor for Instruction following consultation with the Deans. Laboratory and studio hours' length and time are to be determined by the Vice Chancellor for Instruction following consultation with the appropriate Dean.

Section 1.5. Definitions. For the purpose of this Agreement, "full-time faculty" shall be defined as instructors who teach a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year, librarians who work a forty (40) clock hour work week (in accordance with Section 3.4), counselors who work a forty (40) clock hour work week (in accordance with Section 3.3), and coordinators and other faculty members whose combined teaching load and released time equals a minimum of twenty-eight (28) to thirty-two (32) equated hours per academic year. A leave of absence shall not affect the full-time faculty status of a faculty member who is a full-time faculty member as of the commencement of the leave of absence, except as and to the extent provided in Article V of this Agreement.

The terms "lecture hour," "lecture and recitation hour," "laboratory hour," "clinical experience," "supervised interns," and "individual stations" shall be defined in accordance with established College policy.

ARTICLE II

Non-Interruption of Services

Section 2.1. Prohibited Activity. During the term of this Agreement and in return for the terms and conditions set forth in this Agreement, neither the AAUP/AFT Chapter nor any faculty member covered by this Agreement shall instigate, promote, support, engage in, or condone any strike (including sympathy strike), picketing, slowdown, concerted stoppage of work or any other similar intentional concerted interruption of operations at Belleville Area College provided, however, that in the event that the reopener clause of this Agreement becomes operative, the Union would have all the rights allowed by law, including the right to strike.

Section 2.2. Cooperation to End Any Breach. Both the Board and the AAUP/AFT Chapter recognize the serious detriment to the paramount interests of the public and the students of Belleville Area College which would result from a violation of the non-interruption of services provisions of this Agreement, and, accordingly, there shall be cooperation between the parties to immediately end any such activity.

Section 2.3. No Lockout. During the terms of this Agreement, the Board will not lockout any faculty member covered by this Agreement as a result of a labor dispute.

ARTICLE III

SERVICES AND WORK LOAD STANDARDS

Section 3.1. Standard Load and Overload. The standard full-time faculty load shall be no more than 32 equated semester hours nor less than 28 equated semester hours per academic year. The total overload shall not exceed 9.5 equated hours per academic year. The limit on overload shall not apply to substitute teaching. The following guidelines to be observed:

1. If an overload assignment is necessary, it should not exceed either:

   a. One course section in which the credit hour value does not exceed five semester hours per semester, or,

   b. If more than one course section, the combined credit hour value shall not exceed three semester hours per semester.

2. For the purposes of overload and summer session compensation, laboratory and studio contact hours will be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

   Each lecture and recitation hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.8.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour and studio-lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language, and Business Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in data processing shall be equated at 0.2 per student.

Equating Teaching Loads in the Aviation Technology Area

For equated hours, the following shall be used in computation:

Each contact hour shall be equated at 0.4 in aviation maintenance, pilot training, and avionics.

The Base contract for Aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Load in the English Area

1. For equated hours, the following shall be used in in computation:

   Each lecture hour in composition (including rhetoric, remedial and technical writing courses, journalism, and GED) shall be equated at 1 1/3.

   All other lecture hours shall count one each.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses numbered 100 and under, 25 students for composition and journalism courses numbered 101 and above, 40 students for all other courses taught by the Department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Programs

For equated hours, the following shall be used in computation:

Each lecture shall count as 1.

Each laboratory hour shall be equated according to the following:

Nursing.....one to one

All Other Health Related Occupations:

Radiologic Technology 100 & 110.....0.8
Radiologic Technology 151.....0.6
Radiologic Technology 231, 241, & 242.....0.4

Radiologic Technology 298 & 299.....0.25
Physical Therapy Assistant.....0.8
Medical Laboratory Technician.....0.8

Clinical experience shall be equated according to the following:

Medical Assistant 280.....0.25
Radiologic Technology 160 & 260.....0.25
Medical Laboratory 245 & 275.....0.25
Physical Therapy Assistant 170 & 270.....0.25
Medical Records 230 & 260.....0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computations:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.8.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.8.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.2. Equated Hours.

Laboratory and studio contact hours shall be equated to semester hours area by area as follows:

Equating Teaching Loads in the Science Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture and recitation hour shall count 1.

   b. Each laboratory hour shall be equated at 0.5.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Electronics Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture hour shall count 1.

   b. Each laboratory hour shall be equated at 0.5.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Physical Education Area

1. For equated hours, the following shall be used in computation:

   a. Each contact hour shall be equated at 0.5.

Equating Teaching Loads in the Drafting Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture hour shall count 1.

   b. Each laboratory hour shall be equated at 0.5.

2. The maxiumum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Art Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture hour shall count 1.

b. Each laboratory hour shall be equated at 0.5.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in the Mathematics, Social Science, Language and Business Area

1. For equated hours, the following shall be used in computation:

   a. Each lecture hour shall count 1.

   b. Each laboratory hour shall be equated at 0.5.

2. Supervised intern in Marketing and Mid-Management shall be equated at 0.2 per student. Supervised off-campus interns in Data Processing shall be equated at 0.2 per student.

Equating Teaching Load in the Aviation Technology Area

For equated hours, the following shall be used in computation:

1. Each contact hour shall be equated at 0.5 in aviation maintenance. Each contact hour shall be equated at 0.4 in pilot training and avionics.

2. The base contract for aviation faculty shall be placed on a 12-month schedule.

Equating Teaching Loads in the English Area

For equated hours, the following shall be used in computation:

1. Each lecture hour shall be equated 1.0.

2. Maximum class size shall be 20 students for all remedial courses, including communications and reading laboratories and courses number 100 and under; 25 students for composition and journalism courses numbered 101 and above; 40 students for all other courses taught by the department, and the maximum for Literature 115 (Contemporary Film) shall be 50 students.

3. Should an English instructor be required to have more than three different preparations, then the total equated hours shall be multiplied by 1.3 to determine the actual equated load.

Equating Teaching Loads in the Health Related Occupations and Nursing Education Program

For equated hours, the following shall be used in computation:

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated according to the following:

Nursing..... 0.8.

All other Health Related Occupations:

Radiologic Technology 100 and 110.....0.5
Radiologic Technology 151.....0.5
Radiologic Technology 231, 241, and 242.....0.4
Radiologic Technology 298 and 299.....0.25
Physical Therapy Assistant.....0.5
Medical Laboratory Technician.....0.5

Clinical experience shall be equated according to the following:

Medical Assistant 280.....0.25
Radiologic Technology 160 & 260.....0.25
Medical Laboratory 245 & 275.....0.25
Physical Therapy Assistant 170 & 270.....0.25
Medical Records 230 & 260.....0.25

Equating Teaching Loads in the Agriculture Area

1. For equated hours, the following shall be used in computation:

   Each lecture hour shall count 1.

   Each laboratory hour shall be equated at 0.5.

   Supervised interns in the Agriculture area shall be equated at 0.2 per student.

2. The maximum class size for laboratory should not exceed the number of individual stations available.

Equating Teaching Loads in Music Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

Equating Teaching Loads in the Air Conditioning, Heating and Refrigeration Area

1. Each lecture hour shall count 1.

2. Each laboratory hour shall be equated at 0.5.

3. Supervised interns in the area shall be equated at 0.2 per student.

Equating Teaching Loads in the Construction Management Technology Area

Supervised interns in the area shall be equated at 0.2 per student.

Section 3.3. Service and Work Load Standards for Counselors.

1. Each counselor will work a 40 clock-hour work week between the hours of 8 a.m. and 5 p.m., Monday through Friday only, such hours to be determined by the Dean of Counseling in accordance with Section 10.2. (30 minutes per day will be provided for lunch and included as part of the 40-hour work week).

2. Each counselor will be employed for 11 months or 45 weeks on a single salary schedule beginning with the beginning of the academic year.

3. In lieu of a teaching overload, a counselor may be assigned 4 hours of evening counseling outside of his regular contractual obligations. Each contact hour shall be equated at 0.8.

Section 3.4. Service Work Load for Librarians.

1. The work week for a librarian is 40 clock hours not to include Sunday. (30 minutes per day will be provided for lunch and included as part of the 40-hour week.)

2. Each librarian will be employed on a nine-month basis with the option of working the two-month summer session provided that the College may require one librarian to work the summer session.

3. For librarians, an overload assignment may be taken as pay or compensatory time.

a. The pay shall be at the same hourly rate unless this is less than the hourly rate paid other evening or part-time faculty; if so, the librarians shall receive the hourly rate paid other evening and part-time faculty;

b. Compensatory time may be taken at any time as individual days or grouped as several days.

This time shall be taken with the approval of the Director of Instructional Resources and Services Department.

4. The actual daily work schedules for the professional library staff will be determined by the Director of Instructional Resources and Services to meet the needs of the library.

Section 3.5. Day Overload. An overload shall be considered more than 32 equated semester hours for the academic year. Compensation for each equated semester hour of overload shall be computed at the rate of 1/30th of the faculty member's appropriate salary as determined by the extra assignment salary schedule. (Attached hereto as Appendix B.) Overload shall be computed on the basis of an equated 30 semester-hour load for the academic year.

Section 3.6. Office Hours. Each regular faculty member should be available in his office for whatever period of time may be necessary to meet the needs of his students. This time shall be at least five (5) scheduled hours per week and five (5) unscheduled hours. Other contact hours, such as laboratory periods or studio periods, may be substituted for a portion of this load with the approval of the Vice Chancellor for Instruction. Each faculty member who teaches an overload after 5 p.m. will be available, upon student's request in his office for

evening student consultation. During the summer session, each regular faculty member shall schedule one office hour for each three hours taught.

Section 3.7. Assignment of Extension Centers. The College has the right to initially employ full-time faculty members at the Belleville Campus (2500 Carlyle Road) and at any of its extension centers. However, once so employed, no full-time faculty member may be assigned a class at another extension center without his approval except to make a regular load and provided that no sections, taught by less senior or part-time employees, are available to make his regular load at the initial center of employment. Belleville Campus faculty may, however, be assigned duties within the Belleville city limits, Scott AFB or Cahokia without regard to the above stipulations.

Section 3.8. Failure of Class to Materialize. In the event that a full-time faculty member's regularly scheduled day, evening, or summer school classes fail to materialize, the faculty member, in consultation with the appropriate Dean and with the approval of the Vice Chancellor for Instruction, will be assigned a compensating load of instruction, administration, or other professional assignment for which the faculty member is qualified.

Section 3.9. Compensation for Substitute Teaching.

1. Upon assignment by the appropriate Dean and with the consent of the substituting faculty member, substitute teaching by a faculty member will be paid at the formula for evening rate of full-time faculty. Compensation for substitute teaching shall be paid on

the second (2nd) paycheck after each substitution is completed.

2. Whenever absences exceed one week's class meetings, the substitute faculty member shall be paid at the rate of 1/30th of his base pay for each equated semester hour for the entire period of substitution.

Section 3.10. Term of Contracts. All contracts shall be for the academic year except for those faculty members who by definition elsewhere in this Agreement receive eleven and twelve-month contracts and except for the aviation faculty who shall receive a twelve-month contract. Any service above the defined academic year will be contracted for by the Board of Trustees upon recommendation of the Chancellor.

Section 3.11. Maximum Class Size. Maximum class sizes not listed in Section 3.2 will be determined by the Vice Chancellor for Instruction after consultation with the appropriate personnel concerned. If the Vice Chancellor for Instruction finds it necessary to render a decision which is in contrast to the written recommendation of the department, he will furnish details to support his decision.

Section 3.12. Recognition of Faculty Responsibility. In recognition of their responsibility to the students and the community, faculty members will exert their best efforts to see that each student is afforded the amount of time and effort necessary for the fulfillment of instructional objectives. Each faculty member will maintain an active interest in his discipline and in his department. He will attend regularly scheduled

departmental meetings and promptly file necessary records and reports upon the request of academic administration.

Section 3.13. Experimental Classes. Experimental classes shall not exceed two years in duration.

Section 3.14. Telecourses. Except as provided below, telecourses offered to a faculty member shall not constitute any part of that faculty member's regular load and/or overload. Compensation for teaching a telecourse shall be $9 per equated hour per enrolled student, with a $2 per student completion fee for each student who receives a grade on the final roster.

In the event that a faculty member's base load cannot be filled due to a lack of courses which the faculty member is qualified to teach, telecourses which the faculty member is qualified to teach and which are available following class cancellations, shall be assigned to fill the base load (unless other, non-teaching options are agreed to by both the affected faculty member and the College). This option is available only if there are no courses being taught as an overload by this or any other full-time faculty member which the affected faculty member is qualified to teach.

If a faculty member chooses to teach both a telecourse and a regularly scheduled overload course, he should be permitted to teach both such courses only if the overload course is not desired and needed by another faculty member, not scheduled to teach a telecourse, in order to achieve maximum overload. If in this situation the second faculty member does desire and need the first faculty member's overload course in order to achieve

maximum overload, the first faculty member's telecourse shall substitute for his overload course for purposes of determining maximum overload; compensation for the telecourse in this event, however, shall continue to be paid at the telecourse rate.

Except as provided above, telecourses will not be included in the calculation of maximum overloads.

During the 1986-87 academic year, a class maximum of 70 students will be applied to telecourses. This maximum is to be reviewed at the end of the 1986-87 academic year, which shall not apply to any subsequent term or academic year unless the parties act affirmatively to adopt that maximum for that term or academic year.

Section 3.15. Minimum Instructional Standards. Changes in minimum standards for instructional areas will be made in consultation with the faculty in the affected area of instruction. Proposed changes, or a request to review current standards will first be given to the faculty of the affected instructional area by the appropriate Dean. The faculty will have ten (10) working days to respond in writing to the appropriate Dean. Such written response will accompany the recommendation of the administration to the Board of Trustees. Final authority for minimum standards rests with the Board.

For the purposes of this section, faculty members who do the major portion of their teaching in the specific, affected area will be included in the consultation outlined above.

ARTICLE IV

ASSIGNMENTS

Section 4.1. Advertising of Positions. Administrative, departmental and program supervisor level position openings shall be advertised in good faith to the full-time faculty before being filled by placing a copy of such advertisement in each full-time faculty member's mail slot (including that of the AAUP/AFT BAC Chapter President).

Section 4.2. Coordinators. To accomplish the task of occupational coordination, coordinators shall receive released time determined by the needs of the program, the developmental stage of the program, the number of faculty and students associated with the program, etc. The amount of released time granted to each coordinator shall be determined by the Vice Chancellor for Instruction following consultation with the coordinator and the appropriate Dean.

Section 4.3. Assignment to Department or Program. Instructors shall be assigned to the departmental or occupational program in which they do the major portion of their teaching; however, some instructors may have teaching assignments in other departments or programs and thus assume responsibilities in the other area(s) accordingly.

Section 4.4. Evening Assignments. A faculty member may be assigned no more than two evenings a week without his consent as part of his regular load. In the event a second evening class is

assigned, it will be done only in the event his regular scheduled day class fails to materialize and that it does not constitute more than two evenings per week. Every effort shall be made by the Vice Chancellor for Instruction, the appropriate Dean, and instructor to provide an assignment which will be mutually satisfactory to both the instructor involved and the College. However, the College has the prerogative to initially employ full-time instructors in the evening program. If a regularly scheduled assignment is made, it shall be within a time period of seven hours. If a faculty member's regularly scheduled day or summer class fails to materialize, this seven-hour time period will not apply.

Section 4.5. Consultation Before Assignment. When extra class, summer teaching, and evening assignments are necessary, they shall be assigned, after consultation with the appropriate Dean, to qualified members of the full-time Belleville Area College staff, if such staff members are available. Such assignments shall be made on a department-by-department basis, first priority being given to qualified, full-time instructors within a department to achieve a maximum load. Courses remaining within a department shall then be offered first to qualified full-time instructors the bulk of whose regular academic load is normally outside the department, or to qualified administrators, and last to qualified part-time instructors. In the case of an administrator requesting to teach a class in his own area, the request shall be made to the appropriate Dean who will consult with the Vice Chancellor for Instruction.

Section 4.6. Student Activities. All College-sponsored student activities are to be coordinated with the Director of Student Activities, who will announce vacancies to the full-time faculty and recommend appointments to the Vice Chancellor for Student Development.

ARTICLE V

LEAVES OF ABSENCE

Section 5.1. Sabbatical Leave.

(1) After seven years of continuous full-time service, a faculty member is eligible for sabbatical leave for planned study, research, travel, or other Board-approved purposes. A faculty member who is granted a sabbatical leave shall have the following options:

(a) One academic year at 75 percent of nine-month contractual base salary, including full fringe benefits; or

(b) One semester at full semester base salary, including fringe benefits.

(2) Eligible full-time faculty members must petition the Belleville Campus President on or before December 1 to be considered for sabbatical leave the following academic year. A Faculty Senate Committee will review all petitions and make recommendations to the Belleville Campus President by February 1, and the Chancellor will make the recommendations to the Board of Trustees. No more than two faculty members may be granted sabbatical leave simultaneously. The Chancellor will make recommendations at the February meeting of the Board of Trustees, and applicants are to be notified of the approval or disapproval not later than March 1.

(3) A faculty member while on leave is not eligible for employment at Belleville Area College.

(4) A faculty member who has been granted sabbatical leave must return to the campus and teach for two years. In the event the faculty member elects not to return, he must reimburse the College for his earnings during the sabbatical period, barring death or disability. A faculty member who returns to the campus but remains only one academic year shall be required to reimburse one-half of his sabbatical income, barring death or disability.

(5) An instructor on sabbatical leave shall receive full credit for salary increases, tenure, seniority, retirement, and longevity.

Section 5.2. Extended Leaves Without Pay.

(1) Upon recommendation of the appropriate Dean and the approval of the Vice Chancellor for Instruction, or, in the case of counselors, upon the approval of the Vice Chancellor for Student Development, extended absences other than sabbaticals may be granted without pay or sick leave accrual; insurance coverage may be at faculty member's own expense.

(2) It is expected that most leaves of absence will be for less than one year, one year, or two years at the most unless exceptional circumstances call for extending the privilege. In no case except involuntary military duty will the leave of absence be approved for more than one year at a time, and renewal will be granted only upon reapplication and reapproval as outlined in Section 5.2.(1) above.

(3) Extended leaves of absence will not count towards salary increases, tenure, retirement, or longevity, unless activities during the leave period be directly related to the instructor's teaching assignments and unless these activities be deemed by the appropriate Dean and Vice Chancellor for Instruction, to be beneficial to the College, and such activities be approved by the Board of Trustees for purposes of salary increases, tenure, and longevity. Retirement credit for leave periods will be governed by regulations currently in force by the State Universities Retirement System.

Section 5.3. Military Service Leaves.

(1) Tenured and non-tenured faculty members who are voluntarily or involuntarily drafted or recalled for military duty will be given full credit for each year or pro rata part of a year they remain on active duty during a national emergency. Such credit will be used for placement on salary schedule and for retirement purposes.

(2) Faculty members who volunteer for military service, except in national emergency, may be granted extended leave without pay as outlined above at the discretion of the Vice Chancellor for Instruction, or, in the case of counselors, upon approval of the Vice Chancellor for Student Development.

Section 5.4. Teacher Exchange Leaves. Should any faculty member be granted a teacher exchange position or obtain an unusually valuable opportunity to teach elsewhere for part or all of one academic year, which activity may be expected to result in values accruing to the College, leave of absence with full credit for salary, sick leave accrual, and retirement rights will be granted, subject to the approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.

Section 5.5. Sick Leaves.

(1) Each full-time member of the College shall receive credit for one and one-third days of sick leave each month per academic year. Full-time faculty teaching seven or more equated hours during the summer session shall receive one and one-third days sick leave for each four weeks.

(2) The accumulation of sick leave shall be unlimited.

(3) Sick leave may be used at full pay by the faculty members for illness, disability, quarantine, treatments, and diagnostic examination of his person.

(4) Upon retirement or death of a member, he or his beneficiary shall receive compensation for his accrued sick leave at the rate of 100 percent the cash value of his current daily salary for a maximum of 100 days.

Current daily salary is to be computed as:

Annual Base Salary divided by 180 days for a 9-month faculty;

Annual Base Salary divided by 240 days for a 12-month faculty.

(5) The faculty member who is employed during the summer session may draw upon accumulated sick leave during the summer session.

(6) The faculty member who is employed in the evening program on an overload basis shall be permitted to use accumulated sick leave on the basis of one day for one evening per semester.

(7) Any tenured faculty member whose employment is terminated, either voluntary or involuntary, (except upon retirement or death which are covered under Section 5.5(4)) shall receive separation compensation equivalent to 20 percent of his accrued sick leave to a maximum of 20 days.

(8) Time lost due to accidents or illness directly related to a faculty member's assigned duties will not be charged against sick leave.

Section 5.6. Special Leaves.

(1) Three days of leave shall be granted per calendar year for death, serious illness in the immediate family (spouse, child, parent, grandparent, brother, sister, or those living in a faculty member's household) including family of spouse, or birth or adoption of a child. An additional two days may be granted upon approval by the Chancellor. This leave is not cumulative nor chargeable against any other leave program.

If more than the approved days are required, additional days may be used and be charged to accumulated sick leave.

(2) Subject to the approval of the appropriate Dean, three days of personal leave for business, family, or religious matters not otherwise provided for in the College calendar may be granted per calendar year. This leave is not cumulative nor chargeable against any other leave program.

(3) Subject to written approval of the appropriate Dean and the Vice Chancellor for Instruction, permission to attend professional meetings, conferences, conventions, speaking engagements, or seminars shall be granted equitably to all members. This leave shall include proper travel time, and reasonable and necessary expenses shall be reimbursed by the College within budgetary and funding limitations.

(4) Leave for jury duty shall be afforded those members called. The member shall receive his full salary for the period of jury duty, but shall refund to the College any money he receives for such duty.

(5) (a) Paid disability leaves, including leave for pregnancy-related disabilities, shall be as provided for by the Illinois State Universities Retirement System and other applicable law.

Unpaid disability leave or leaves to be used in conjunction with a disability leave after the disability terminates shall be at the discretion of the Board. Once a faculty member on disability leave has exhausted his paid sick leave, he may continue insurance at his expense at the group rates established by the carrier until leave expires. Absence on disability leave shall not be included in determining length of service. Further, while disability leave shall not be considered a break in continuous service, disability leave shall be excluded in computing the necessary period of time for tenure. Disability leave granted to a non-tenured faculty member shall not extend beyond the termination date of the current contract.

b) A faculty member may receive leave for the adoption of a child and may suspend services at his or her request. This shall be leave without pay but with retention of rights under the Universities Retirement System and retention of unused sick leave. His/her insurance will be carried by the Board of Trustees until the end of the current semester; after that, he/she may continue insurance at his/her expense at the group rates established by the company. A faculty member on adoption leave shall return only at the beginning of the fall or spring or summer term. Absence on adoption leave shall not be included in determining length of service. Adoption leave granted to a non-tenured faculty member shall not extend beyond the termination date of his/her contract.

Adoption leave shall not be considered a break in continuous service; however, adoption leave shall be excluded in computing the necessary period of time for tenure.

Section 5.7. Substantiation of Sick Leave. The Board may at its discretion require substantiation of sick leave by a physician's statement if there is an apparent abuse.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A grievance is a dispute or difference of opinion raised by a faculty member covered by this Agreement against the College involving as to him the meaning, interpretation, or application of the specific provisions of this Agreement.

Section 6.2. Procedure. The parties agree to act in good faith to attempt to resolve grievances promptly and expeditiously, in accordance with the following procedure:

Step 1--If a faculty member has a grievance, he shall present it in writing to the appropriate Dean or Director. If after one calendar week (seven calendar days) it is not settled to their mutual satisfaction, he shall present the matter within ten calendar days after receipt of the written response of the appropriate Dean, to the Executive Committee of the Union, which shall have the responsibility for deciding whether the matter will be appealed further.

Step 2--If the Executive Committee of the Union decides to appeal the grievance to Step 2, the Union shall, within ten calendar days after the matter was presented to the Executive Committee by the faculty member, appeal the grievance in writing to the Vice Chancellor for Instruction (or in the case of counselors, to the Vice Chancellor for Student Development).

Step 3--If the grievance is not resolved in Step 2 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after receipt of the written response of the Vice Chancellor for Instruction or Vice Chancellor for Student Development, appeal the grievance in writing to the Belleville Campus President.

Step 4--If the grievance is not resolved in Step 3 within ten calendar days of its presentation at that step, the Union shall, within ten calendar days after the written response of the Belleville Campus President, appeal the grievance in writing to the Chancellor of the College. If the grievance is not resolved within ten

calendar days after presentation to the Chancellor, the Union may elect to appeal the grievance to arbitration.

Section 6.3. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may appeal the grievance to arbitration within ten calendar days after receipt of the written response of the Chancellor in Step 4. The parties shall attempt to agree upon an arbitrator within ten calendar days after receipt by the College of notice of the appeal to arbitration; in the event the parties are unable to agree upon an arbitrator within said ten calendar days, the parties shall immediately jointly request the American Arbitration Association to submit a panel of arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected in accordance with American Arbitration Association procedures, except that no arbitrator may be selected without the input of both parties in the selection process. The arbitration hearing shall be conducted at the earliest date mutually convenient for the parties and the arbitrator.

Section 6.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted to him by the College and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any

way the laws of the United States or of the State of Illinois. The arbitrator shall submit in writing the finding as soon as reasonably practicable following the close of the hearing or the formation of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The findings shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 6.5. Expense of Arbitration. The fees and expenses of the arbitrator and the costs of a meeting room, if any, and a written transcript, if any, shall be divided equally between the College and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.6. Time Limit for Finding. No grievance shall be entertained or processed unless it is submitted at Step 1 within 30 calendar days after the occurrence of the event or circumstances giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered waived. If a grievance is not appealed to the next step in the procedure set forth in Section 6.2 within the specified time limit or any agreed extension thereof, it shall be considered settled based upon the College's last response. If the College does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance

as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the College and Union representatives involved in each step.

ARTICLE VII

COMPENSATION

Section 7.1 Salary Schedule. All faculty members shall be paid according to their placement upon a single salary schedule approved by the Board of Trustees. Faculty members who are hired after March 14, 1984 will be hired at Step 1 of Salary Schedule A, except that the Board reserves the right to hire employees at higher steps of the schedule in particular circumstances. Pay for extra assignments shall be determined in accordance with Appendix B. Faculty members who are hired after March 14, 1984 shall receive extra assignment compensation at the step corresponding to their placement on Salary Schedule A.

Section 7.2. Placement of Faculty Members on Salary Schedule. Placement on the salary schedule shall be determined by degree, hours beyond the highest degree, and consistent with Section 7.1 and at the discretion of the Board, years credited and/or occupational experience. Graduate hours that do not fall in these categories will be evaluated by the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development. Courses taken beyond the master's degree will be considered for placement on the salary schedule only when they have received the prior approval of the appropriate Dean and the Vice Chancellor for Instruction, or in the case of counselors, upon the approval of the Vice Chancellor for Student Development.2 Approved College credits earned prior to each semester will be used to determine salary for the ensuing

semester. If approved college credit is earned during the Spring semester, it will be used to determine salary for the Summer session.

2 For the purpose of this Agreement, courses and their attendant College credits shall be approved for reimbursement of educational incentive allowance of tuition and fees, as charged, to a maximum of $100 per credit hour, to a maximum of ten semester hours in any fiscal year AND for placement on the adopted salary schedule under the following conditions:

a. Courses taken as a part of a program approved by a recognized graduate institution leading to a graduate degree or specialist certificate in a teaching discipline or a program in higher or junior college education beyond the degree already held by an individual will be accepted as approved credit.

b. Courses taken at the request of the College Administration will be accepted as approved credit.

c. Courses taken in the instuctor's field will be accepted as approved credit unless credit for said courses has been previously earned.

d. Courses taken outside of a teaching discipline may be approved for incentive allowance and/or placement on the salary schedule at the discretion of the administration after consultation with the President of Faculty Senate.

e. Courses taken toward a second master's degree in the teaching discipline will be accepted as approved credit.

To qualify for incentive allowance and advancement on the salary schedule, the individual must submit evidence in the form of an official transcript signifying successful completion of the course.

Section 7.3. Pay Plans. Members shall have the option of being paid on a nine or twelve-months' basis and must notify the Vice Chancellor for Administrative Services to that effect at the time of completing the tax deduction forms. Salary checks shall

be issued twice each month, on the 15th and the last school day of the month. The last check shall be on the last day of school, provided each instructor has completed all reports as required. Check stubs shall be itemized.

Section 7.4. Summer Salary. Full-time faculty members who are employed to teach during the summer session will receive two months' salary on the appropriate salary schedule in a proportion equal to the number of credit hours taught divided by eight (8).

Section 7.5. Length of Summer Term. The summer term shall not exceed nine (9) calendar weeks.

Section 7.6. Longevity Payment. For longevity purposes, payment will begin on the 15th year of consecutive service with Districts 201 and 522.

If the 14th year was completed prior to the inception of District 522, then longevity payments will be retroactive to the academic year 1967 at the inception of District 522.

For instructors who have completed 14 years of consecutive service since inception of District 522, longevity will be retroactive to the academic year in which they began their 15th year of consecutive service.

All other instuctors will begin to receive longevity at the beginning of their 15th year of consecutive service.

Placement on the salary schedule alone does not determine the start of longevity payments. Longevity payments are based only on consecutive service with Districts 201 and 522. Only

those instuctors who were full-time faculty of the College at its inception may count service with District 201 for longevity.

Section 7.7. Evening Reimbursement. The evening rate for full-time faculty members covered by this agreement will be paid by the following formula:

$$\frac{1}{4.5} \times \frac{\text{equated hours}}{8} \times \text{9-month salary rate as taken from extra-assignment schedule (Appendix B)}$$

APPENDIX A *

1987-88 AND 1988-89 FACULTY SALARY SCHEDULE

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$14,400	$15,941	$16,673	$17,397	$18,120	$18,870	$19,593
2.	$15,156	$16,697	$17,429	$18,153	$18,876	$19,626	$20,349
3.	$15,912	$17,453	$18,185	$18,909	$19.632	$20,382	$21,105
4.	$16,668	$18,209	$18,941	$19,665	$20,388	$21,138	$21,861
5.	$17,424	$18,965	$19,697	$20,421	$21,144	$21,894	$22,617
6.	$18,180	$19,721	$20,453	$21,177	$21,900	$22,650	$23,373
7.	$18,936	$20,477	$21,209	$21,933	$22,656	$23,406	$24,129
8.	$20,873	$22,739	$23,440	$24,144	$24,843	$25,545	$26,243
9.	$21,520	$23,488	$24,188	$24,888	$25,588	$26,270	$27,191
10.	$22,167	$24,235	$24,932	$25,636	$26,336	$27,038	$28,132
11.	$22,845	$25,021	$25,720	$26,422	$27,121	$27,824	$29,132
12.	$23,569	$25,851	$26,549	$27,251	$27,951	$28,652	$30,183
13.	$24,327	$26,726	$27,427	$28,128	$28,830	$29,530	$31,295
14.	$25,087	$27,605	$28,304	$29,003	$29,704	$30,406	$32,403
15.	$25,847	$28,479	$29,179	$29,883	$30,582	$31,282	$33,511
16.	$26,603	$29,355	$30,056	$30,757	$31,456	$32,157	$34,623
17.	$27,362	$30,230	$30,930	$31,631	$32,334	$33,035	$35,731
18.	$28,123	$31,106	$31,806	$32,509	$33,208	$33,911	$36,842
19.	$28,884	$31,980	$32,685	$33,386	$34,085	$34,786	$37,950
20.	$29,640	$32,858	$33,558	$34,260	$34,960	$35,662	$39,060
21.	$30,401	$33,733	$34,435	$35,135	$35,838	$36,539	$40,168
22.	$30,743	$34,129	$34,828	$35,533	$36,233	$36,935	$40,668
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

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* See Reopener

APPENDIX B

EXTRA ASSIGNMENT SCHEDULE

NOTE: In no case will the hourly rate of pay computed from this schedule fall below the corresponding part-time hourly rate in effect at the date of ratification of this Agreement by both parties.

STEP	LESS THAN MASTERS	MASTERS + 0-14	MASTERS + 15-29	MASTERS + 30-44	MASTERS + 45-59	MASTERS + 60	DOCTORATE
1.	$ 8,133	$ 9,111	$ 9,478	$ 9,846	$10,212	$10,579	$10,946
2.	8,533	9,511	9,878	10,246	10,612	10,979	11,346
3.	8,933	9,911	10,278	10,646	11,012	11,379	11,746
4.	9,333	10,311	10,678	11,046	11,412	11,779	12,146
5.	9,733	10,711	11,078	11,446	11,812	12,179	12,546
6.	10,133	11,111	11,478	11,846	12,212	12,579	12,946
7.	10,533	11,511	11,878	12,246	12,612	12,979	13,346
8.	10,933	11,911	12,278	12,646	13,012	13,379	13,746
9.	11,271	12,302	12,669	13,036	13,403	13,770	14,241
10.	11,610	12,693	13,059	13,427	13,794	14,161	14,736
11.	11,967	13,105	13,472	13,839	14,206	14,573	15,259
12.	12,344	13,540	13,907	14,274	14,641	15,008	15,809
13.	12,742	13,998	14,366	14,733	15,100	15,466	16,391
14.	13,140	14,458	14,825	15,191	15,559	15,929	16,972
15.	13,537	14,916	15,283	15,651	16,018	16,384	17,554
16.	13,935	15,375	15,743	16,109	16,476	16,844	18,134
17.	14,332	15,834	16,201	16,568	16,936	17,302	18,715
18.	14,730	16,293	16,659	17,027	17,394	17,761	19,297
19.	15,128	16,751	17,119	17,486	17,853	18,220	19,878
20.	15,525	17,211	17,577	17,944	18,312	18,679	20,459
21.	15,923	17,669	18,035	18,404	18,771	19,137	21,040
21a.	16,102	17,876	18,243	18,610	18,977	19,345	21,302
LONGEVITY							
	+110	+130	+140	+150	+160	+170	+200

ARTICLE VIII

FRINGE BENEFITS

Section 8.1. Life Insurance. The College shall provide group life insurance coverage of $15,000 on each faculty member. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Life insurance coverage shall immediately cease upon the layoff or termination of a faculty member.

Section 8.2. Hospitalization. The College shall continue to provide hospitalization coverage based on the average semi-private room rate and surgical benefits coverage for each faculty member and his dependents. Effective the beginning of the 1987-88 academic year, the College will contribute the premium cost of hospitalization and surgical benefits coverage and the faculty member's contribution to the total premium cost shall be limited to that portion of the premium attributable to family coverage but in any event such faculty member contribution shall not exceed $41 per month nor less than $1.00 per month. Coverage is not limited to the academic year but shall be provided on a 12-month basis, that 12-month period to be the insurance year as defined in the College's agreement with the insurance carrier. Except as provided for in Section 8.3 or by applicable law, hospitalization coverage shall cease immediately upon layoff or termination of a faculty member. The College reserves the right to change coverages or carriers, or to self-insure, so long as the level of benefits remains substantially the same.

Section 8.3. Maintenance of Coverage in the Event of Death. In the event that the death of a faculty member occurs any time during the fiscal year of employment, the Board of Trustees will maintain the same hospitalization and surgical benefits for the spouse and legal dependents for the balance of the year. After this period, the spouse will be offered the option of continuing at his/her own expense.

Section 8.4. Legal Assistance. The Board of Trustees shall provide all employees with necessary legal service in defense of litigations that arise out of and in the course of performance of official duties, where the Board's legal interests are not in conflict with the employee's legal interests.

Section 8.5. Long-Term Disability Income Maintenance Program. The Board of Trustees shall provide a 50 percent funding, for those faculty who choose to participate, of a long-term disability income maintenance program for faculty members covered by this Agreement.

Section 8.6. Academic Regalia. If required by the Board of Trustees, academic regalia will be worn by faculty members at commencement exercises and shall be provided by the College.

Section 8.7. Retirement Overload. A faculty member who retires during the term of this Agreement (under the State University retirement System and who has reached the age of 55) shall be entitled until attaining age 70 upon written requests, to teach a maximum of four (4) courses during the period consisting of the academic year and the following summer session

provided, however, that no more than two such courses are taught during any single semester, and provided further, however, that such courses taught during the summer term will be paid at the overload rate for Fall and Spring semester courses at the time of the employee's retirement. Compensation for such teaching shall be at the overload rate in effect at the time of the faculty member's retirement.

Section 8.8. Retirement Insurance. A faculty member who retires during the term of this Agreement (under the State Universities Retirement System and who has reached the age of 55) shall be eligible, until attaining age 70, to continue the hospitalization and surgical insurance coverage, including individual and/or family coverage, at his own expense, at the group rate effective during the period of continued coverage.

Section 8.9. Dependent Tuition. Each faculty member and his current spouse and children under the age of 25 shall be eligible to enroll in all Belleville Area College courses at a tuition rate of two dollars ($2.00) per semester hour. Any enrollment under this provision of the contract shall only be available if there is sufficient enrollment in each such course section affected to prevent class cancellation for insufficient enrollment prior to any enrollment of the employee, spouse, or child covered by this Agreement.

Section 8.10. Vacations.

(1) Aviation mechanics and any other full-time faculty member working the administrative calendar (i.e., on a 12-month basis) shall be entitled to fifteen (15) days vacation as provided herein.

(2) Vacation Scheduling. Vacations shall be scheduled insofar as practicable at the times most desired by each employee subject to approval by the appropriate Dean.

(3) Separation. Unless an employee is discharged (or resigns when offered that opportunity in lieu of discharge), an employee shall receive vacation pay for all vacation which he is otherwise eligible to take at the time of separation. Such vacation pay shall be on the pro rata basis of one day's pay for every full twenty-five calendar days (commencing with the first day of the Fall Semester) less any vacation taken during that period.

ARTICLE IX

FAIR SHARE

Section 9.1. Fair Share Fee. Full-time faculty members who are non-Union members shall be required, commencing on March 14, 1984 or 60 days after the date of hire, whichever is later, and continuing for the term of this agreement, to pay a fair share fee in accordance with this Article. Each faculty member's fair share shall be computed as follows: At the end of the 1984-85 academic year, the Union will compute and supply to the College administration the cost of the collective bargaining process and defense of this Agreement for that academic year, divided by the total number of full-time faculty members. One-eighteenth of this total fair share amount shall then be deducted from each non-Union faculty member's pay during each of the first 18 pay periods for that faculty member during the 1985-86 academic year. Thereafter, the amount of fair share fee due and owing from each non-Union faculty member shall be deducted in this same manner during any academic year, based upon actual collective bargaining and contract administration costs experienced by the Union during the proceeding academic year.

Should any faculty member object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such faculty member is a member, an amount equal to the faculty member's fair share should be paid to a non-religious charitable organization mutually agreed upon by the faculty member and the Union. If the faculty member and the Union are unable to agree on the matter, payments

in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Educational Labor Relations Board. The Union shall certify to the College the charitable organization to which such payments are to be made, or the faculty member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 9.2. Indemnification. The Union shall indemnify and hold harmless the Board of Trustees, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that shall arise out of complying with the above provision of this article, or in reliance on any list, notice, certification, affidavit or reassignment furnished under any such provisions.

ARTICLE X

SENIORITY

Section 10.1. Definition. Seniority is defined for the purposes of this Agreement as a faculty member's length of continuous service since his last date of hire by the College.

Section 10.2. Standard Load Assignment Procedure. Standard load assignments shall be processed according to the following steps:

a. The College administration shall draft tentative class schedules;

b. The appropriate Dean will meet with the faculty committee for their area (and other interested faculty members from each area) regarding such tentative schedules;

c. If any problems arise, the appropriate Dean and faculty members will try to resolve any such problems. In the event of conflicts in teaching preferences by faculty members, seniority will be a major consideration; (If an individual faculty member has further concerns, they may be appealed to the committee and the appropriate Dean.)

d. If the problems can not be worked out, the College administration reserves the right, in accordance with the Statement of Board Rights in this Agreement, to make the final scheduling decisions.

Section 10.3. Overload and Summer Assignments. Extra (overload) and summer assignments will be made to qualified full-time faculty members in rotation order based on seniority.

Section 10.4. Summer Load. Consistent with the seniority clause (Section 10.3) and subject to availability, the standard full-time faculty load shall be no more than 11 equated hours per summer term. A faculty member may elect to have his name listed on the summer class schedule for no more than 11 equated hours of

courses for which he is qualified. Full-time faculty members shall be guaranteed a summer contract for all sections which have their name listed in the summer schedule and meet minimum course enrollments. In the event that no section achieves minimum course enrollment, the faculty member shall be guaranteed a summer contract for at least one section or assigned equivalent duties. A faculty member, if qualified, may teach additional sections that are listed as "staff" on the summer schedule and meet minimum course enrollment as long as the total equated load remains no more than 11 equated hours for the summer term. With the approval of both the affected faculty member and the Belleville Campus President, summer teaching loads may be used by full-time faculty at no additional or extra compensation to fulfill the minimum 28 equated hour academic year load as defined in Section 3.1. Service and Work Load Standards.

Section 10.5. Right to Assignments at Granite City and Red Bud. A full-time faculty member has the right to request and to receive an assignment to one or more classes at Granite City and/or Red Bud if such assignment is necessary to enable the faculty member to meet standard load requirements or achieve maximum overload or summer load. Requests for such assignments will be considered in seniority order.

Section 10.6. Office Moves. Offices currently designated as faculty offices will continue to be designated as faculty offices unless the faculty members affected by an office redesignation (the faculty member to be displaced and the faculty

member occupying the office to which the displaced faculty member will be moving) agree to the redesignation.

In the event that an office vacancy occurs due to attrition of faculty within an office area, the vacancy will be offered first to faculty in that office area on a seniority basis. The office may be converted to other use only if no faculty in that office area request reassignment to that office.

Section 10.7. Security. No full-time faculty member shall be dismissed for reason of a reduction in the number of faculty members in the district or as a result of a decision of the Board to discontinue a particular type of teaching service or program if course sections for which the full-time faculty member is qualified are currently being taught by full-time faculty with less seniority or by part-time instructors and there are sufficient course sections available to complete the affected faculty member's base load.

ARTICLE XI

RETRAINING

Full-time faculty members who are employed as such by the College on August 13, 1989 shall be eligible for the retraining and job security provisions set forth herein, subject to the qualifications and procedures also set forth herein. Part-time faculty members now or hereafter employed as such and full-time faculty members hired or rehired after August 13, 1989 are not eligible for these provisions. Tenured faculty members (including full-time faculty members who are tenured as of August 13, 1989 and full-time faculty members who are not tenured as of August 13, 1989 but who subsequently acquire tenure) who are subject to retrenchment or a reduction in force affecting their department or program shall be entitled to receive retraining in lieu of layoff or dismissal. The procedure to be followed shall be as follows:

(1) The affected faculty member shall be notified of the proposed retrenchment on or before October 15 of the academic year prior to the one in which the retrenchment will be effected;

(2) Upon receiving such notice, the affected faculty member shall be given the opportunity to meet with the Vice Chancellor for Instruction or his designee, together with the Union President and such other persons as the Vice Chancellor may request to be present, to discuss retraining options;

(3) At or after the meeting specified in paragraph (2), and after consultation with the affected faculty member, the Vice Chancellor for Instruction will present to the affected faculty member a list of two disciplines, from which list the affected faculty member may select the discipline in which he will be retrained. Disciplines will be selected by the Vice Chancellor for Instruction on the basis of the needs of the College (which shall be paramount), the faculty member's

background and experience, and the desires of the faculty member. Faculty members will not be required to retrain in disciplines the requirements of which include prior work experience that the faculty member does not possess. The faculty member shall have the right to veto one of the two discipline options, in which case the appropriate Dean shall replace the vetoed option with a third discipline option for purposes of enabling the faculty member to choose between the third option and the non-vetoed option;

(4) A retraining program will be devised by the affected faculty member and the Vice Chancellor for Instruction and retraining schedules and courses will be arranged by the affected faculty member upon approval of the Vice Chancellor for Instruction;

(5) All tuition and fees directly related to class attendance in accordance with an approved retraining program and schedule shall be paid by the College. The College will pay such tuition and fees when they are due but if the faculty member fails to complete any course with a grade of B or better, the tuition and fees for that course must be refunded to the College by the faculty member;

(6) Under normal circumstances, it is expected that the necessary retraining will be completed without disruption of normal teaching assignments during the three academic semesters (Spring, Fall, Spring) and two Summers immediately following notification to the affected faculty member, provided:

(a) Faculty members who are notified of retrenchment during the Spring semester of the 1983-84 academic year shall have the same amount of time (i.e. three academic semesters following notification--Fall, Spring, Fall, Spring plus two Summers) to complete retraining as faculty members who are notified as of October 15 of any subsequent year;

(b) Faculty members may be given an additional semester to complete retraining in extraordinary circumstances (such as for health reasons) upon approval of the Union President and the Belleville Campus President;

(7) If it is required, the faculty member shall be granted:

(a) A "mini-sabbatical" one semester in duration, during which he will be released from his normal class load at 60% of the base pay he would otherwise receive for full-time teaching duties that semester, provided:

(i.) That the faculty member shall not be eligible to receive overload or other extra assignments from the College during the "mini-sabbatical"; and

(ii.) That any and all retraining obligations of the College (including the 60% pay obligation during the "mini-sabbatical") shall cease as of the first day of the employment of the faculty member outside the College (including teaching overload courses at other educational institutions) during the "mini-sabbatical";

(b) If necessary, an additional semester of release time without pay in which to complete his studies, during which time provisos (i.) and (ii.) of sub paragraph A, above shall also be applicable to this sub paragraph (b).

Faculty members shall not be deprived of movement on the salary schedule accorded to other faculty members as a longevity increment or education lane advancement solely because they are undergoing retraining. A faculty member being retrained who meets the minimum retraining qualifications shall be entitled to pursue further academic credentials in the retraining discipline upon approval of the Belleville Campus President and the Union President. A faculty member who is notified of retrenchment according to this section and who is unable to teach a full standard load through no fault of his own during any of the regular semesters of the retraining period shall nonetheless be paid as though he were teaching a full standard load for that semester, although he may be assigned compensating duties in accordance with Section 3.8.

Faculty members shall not be limited to a single application for retraining. Faculty members who have been retrained, but who must be retrained again due to circumstances beyond their

control, will be eligible for retraining under the same conditions as other faculty members.

Once satisfactorily retrained, a faculty member shall be entitled to remain as a full-time faculty member with the College under such terms and conditions, including salary and benefits, as may be established from time to time by the College and/or as the product of negotiations with the Union, until his retirement, death, voluntary resignation, dismissal for cause, or failure of any subsequent retraining, so long as the College continues to exist in its present form. Faculty members who fail to achieve the necessary retraining credentials, as determined by the College, within the time allowed for such retraining in the procedure set forth above, may be dismissed or reassigned by the College subject to applicable law.

ARTICLE XII

SAVINGS

This Agreement is subject to applicable Federal and State law, including the Illinois Educational Labor Relations Act. If any provision of this Agreement, or the application of such provision, should be declared or rendered invalid by any court, by the Illinois Educational Labor Relations Board, or by reason of any existing or subsequently enacted legislation then the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE XIII

ENTIRE AGREEMENT

Section 13.1. Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment. Amendments may be initiated at the written request of the Board or the AAUP/AFT Chapter, and shall become effective upon adoption by the Board and ratification by the AAUP/AFT chapter, or at such other time as the Board and the AAUP/AFT Chapter may agree.

Section 13.2. Waiver. The Board and the AAUP/AFT Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such

subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV

GENDER OF WORDS

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provision concerned the feminine gender is clearly inappropriate.

ARTICLE XV

REOPENER

The 1988-89 Appendix A salary schedule only is subject to renegotiation in the following circumstance: The faculty may elect to reopen negotiations only on the 88-89 Appendix A if raises are given to administrative personnel at the administrative levels of Dean, Vice Chancellor, President, or Chancellor, for the 1988-89 academic year. (For the purposes of this reopener, an increase in administrative wages means an increase in the base contract salary of such administrator. It excludes merit increments (1.5%), existing fringe benefits, and overload or evening supervision contracts.)

Notification of such reopening must be given to the College administration by April 1, 1989.

ARTICLE XVI

TERM OF AGREEMENT

This Agreement shall be effective on August 17, 1987 and shall expire on the date preceding the first day of the 1989-90 academic year.

Wayne R. Reynolds
Chairman, Board of Trustees
Community College District #522

Dated August 21, 1987

Geo Welch
President, Belleville Area
Chapter, AAUP/AFT

Dated August 21, 1987

To Ken Pinzke

From Bruce Wissore

Subject Professional Development

Date March 2, 1984

I am writing this memo to confirm that in response to Charlie Giedeman's concerns regarding professional development in certain career areas, Dr. Clark and I will review the needs of the individuals he mentioned. We intend to specificially review the areas in which fast-changing technology makes it difficult for full-time faculty to remain current.

kr

To Ken Pinzke

From Bruce Wilmore

Subject Contract Concerns

Date March 5, 1984

In regards to your question requesting our intentions concerning class minimums and maximums for the next two years, it is our intention to retain the class minimum of 12 and the class maximum of 40 (except in those cases where lab stations, current practices, or other contractual provisions dictate otherwise) through the Summer semester of 1986.

Regarding the definition of "serious illness," in the event that a child is ill enough that a physician is consulted, I would consider the child's illness to be serious.

kr